

1 BILL NO. R-85-06-09

2 RESOLUTION NO. R-

75-85

3 A RESOLUTION of the Common Council  
4 authorizing the City of Fort Wayne,  
5 Indiana, to enter into an Interlocal  
6 Cooperation Agreement with Allen  
7 County relative to the General  
8 Motors Corporation.

9 WHEREAS, the City and the County have been instrumental  
10 in attracting to Fort Wayne, Indiana, the General Motors Corpora-  
11 tion which will make substantial investment in Allen County and  
12 which will facilitate the creation of jobs for the citizens of  
13 this community;

14 WHEREAS, the State of Indiana has also offered financial  
15 assistance with regards to the location of General Motors Cor-  
16 poration in Allen County; and

17 WHEREAS, so that the City and the County may continue  
18 to work together on the General Motors project and so that they  
19 may take advantage of state financial assistance, an Interlocal  
20 Cooperation Agreement is necessary.

21 SECTION 1. Pursuant to I.C. 36-1-7-10, approval is  
22 hereby given for the City of Fort Wayne, Indiana, to enter into  
23 an Interlocal Cooperation Agreement with Allen County Indiana  
24 with respect to the General Motors project.

25 SECTION 2. The Interlocal Cooperation Agreement, en-  
26 titled "General Motors Interlocal Cooperation Agreement", which  
27 is attached hereto and made a part hereof, is approved and ratified  
28 in all respects. Two (2) copies of this document are on file  
29 with the Board of Public Works and Safety and the City Clerk's  
30 Office and are available for public inspection.

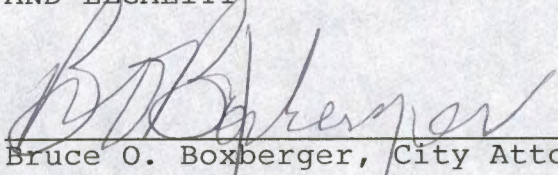
31 SECTION 3. The Mayor of the City of Fort Wayne, Indiana,  
32 and the members of its Board of Public Works and Safety are hereby  
empowered and authorized to execute the General Motors Interlocal  
Cooperation Agreement.

Page Two

SECTION 4. That this Resolution shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and duly adopted, read the second time by title and referred to the Committee \_\_\_\_\_ (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: \_\_\_\_\_

SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Eisbart, seconded by Subquid, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

|                    | <u>AYES</u> | <u>NAYS</u> | <u>ABSTAINED</u> | <u>ABSENT</u> | <u>TO-WIT:</u> |
|--------------------|-------------|-------------|------------------|---------------|----------------|
| <u>TOTAL VOTES</u> | <u>8</u>    | <u>0</u>    | <u>1</u>         | _____         | _____          |
| <u>BRADBURY</u>    | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>BURNS</u>       | <u>✓</u>    | _____       | <u>✓</u>         | _____         | _____          |
| <u>EISBART</u>     | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>GiaQUINTA</u>   | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>HENRY</u>       | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>REDD</u>        | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>SCHMIDT</u>     | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>STIER</u>       | <u>✓</u>    | _____       | _____            | _____         | _____          |
| <u>TALARICO</u>    | <u>✓</u>    | _____       | _____            | _____         | _____          |

DATE: 6-11-85

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~)

(~~SPECIAL~~) (~~ZONING MAP~~) ORDINANCE (RESOLUTION) NO. R-75-85

on the 11th day of June, 1985

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of June, 1985 at the hour of 8:30 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12th day of June, 1985, at the hour of 9:00 o'clock A. M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR

GENERAL MOTORS INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1985, by and between the CITY OF FORT WAYNE, INDIANA ("City") and the BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA ("County"),

WITNESSETH:

WHEREAS, the governmental parties hereto have been instrumental in attracting to Allen County the General Motors Corporation which will make a substantial investment in this community and which will further facilitate the creation of jobs for citizens of this community; and,

WHEREAS, the State of Indiana has offered financial assistance with respect to the location of General Motors Corporation in Allen County; and,

WHEREAS, the General Motors location in Allen County, Indiana, will require the City to provide certain utility services, including, but not limited to, any and all engineering, construction, labor, design, installation, advertising, administration, real estate acquisition, easement acquisition and all costs associated therewith ("Project Work"); and,

WHEREAS, the Project Work to be done by the City, as associated with the General Motors facility, was originally estimated to cost approximately Eight Million Four Hundred Thousand Dollars (\$8,400,000.00); however, the total project cost will exceed Eight Million Four Hundred Thousand Dollars (\$8,400,000.00) in that there will be additional and supplemental costs not to exceed Two Million Seven Hundred Thousand Dollars (\$2,700,000.00) ("Supplemental Costs"); and,

WHEREAS, this Agreement is necessary so that the City and the County, respectively, may take advantage of funds provided by the State in association with the General Motors Corporation project in the County.

NOW, THEREFORE, it is agreed as follows:

1. Subject to the terms and conditions hereof, the City agrees to provide or cause to be provided, to and for the benefit of General Motors Corporation and this community in general, the following improvements as Project Work:

A. 4.0 MG ground reservoir with booster pumping station;

B. 1.5 MG elevated fresh water storage tank;

C. ±58,300 L.F. feeder main, varying from 16" to 30";

D. The water main system is to have a design capacity to deliver an initial 3.47 MGD, with an ultimate design flow of 5.0 MGD. The system is designed to deliver 2,800 GPM for initial peak domestic demand, plus 3,640 GPM for fire demand, all at 65 psi. To achieve the ultimate peak domestic demand at 4,074 GPM, plus 3,640 GPM for fire, the City will install additional incremental pumps to reach these flows, if GM constructs Phase II;

E. ±5,615 L.F. sanitary sewer, 14" force main with a design flow capacity of 4.5 MGD's;

F. ±38,732 L.F. gravity sewer with design flow capacities, varying from 4.5 MGD to 8.1 MGD. Those flow variances correlate to above and below a booster pump station and are sized for initial and ultimate flows coming from the proposed Allen County site plant;

G. A pump station sized for initial pumping capacity of 4.5 MGD with a reserve chamber capacity of an additional 8 MGD.

As stated herein, the original estimate for such Project Work was approximately Eight Million Four Hundred Thousand Dollars (\$8,400,000.00), but same will be exceeded ("Supplemental Costs") by costs up to Two Million Seven Hundred Thousand Dollars (\$2,700,000.00).

2. The City shall provide and shall cause to be provided such improvements and Project Work as herein stated. Of the original Eight Million Four Hundred Thousand Dollars (\$8,400,000.00) (pursuant to the original estimate), the City shall be responsible for and shall contribute and shall pay Four

Million Two Hundred Thousand Dollars (\$4,200,000.00). The remaining Four Million Two Hundred Thousand Dollars (\$4,200,000.00) shall be paid as follows: The State shall provide the County an amount equal to Four Million Two Hundred Thousand Dollars (\$4,200,000.00), and upon receipt of said funds, the County shall pay same to the City for the Project Work and construction of the improvements as herein described.

3. In addition to the payment of Eight Million Four Hundred Thousand Dollars (\$8,400,000.00) for Project Work, as described in Paragraph 2 above, the Supplemental Costs associated with the Project Work shall be disbursed and/or paid as follows: One-half (1/2) of the Supplemental Costs shall be in the form of a grant from the State to the County, which, upon receipt by the County, shall be paid to the City; one-fourth (1/4) of the Supplemental Costs shall be in the form of a loan from the State to the County, and the County shall then grant, convey and give unto the City such monies, and any and all repayment responsibilities with respect to such monies to the State shall be that of the County's, which shall deal directly with the State as to repayment; and the remaining one-fourth (1/4) of the Supplemental Costs shall be in the form of a loan from the State to the City, and the repayment of the same shall be pursuant to the terms and conditions of a separate agreement to be entered into by and between the State and the City with the City dealing directly with the State. Said Supplemental Costs shall not, however, exceed Two Million Seven Hundred Thousand Dollars (\$2,700,000.00).

4. All parties hereto agree to do all things necessary to allow for the payment of monies in a prompt fashion to facilitate the payment for Project Work, where due. In that regard, the payment of monies from the State to the County and then to the City, or the payment of monies from the State to the City, shall be, whenever possible, in accordance with the cash flow requirements of the Project Work as outlined on the attached Exhibit "A", made a part hereof. Said Exhibit "A" reflects those monies needed at particular points in time to complete and to pay

for the Project Work. The parties agree that the payment of monies hereunder shall be in accordance with such Exhibit "A". Thus, monies shall be paid to the City pursuant to such Exhibit "A" to accomplish the Project Work and the payment for same.

To expedite the timely payment of Project Work monies and to assure that all work is paid for on time, the following procedure is adopted by the parties: At least twenty (20) days prior to the due date of a payment of monies as indicated in Exhibit "A", the City shall notify the County, in writing, of the amounts needed. Accompanying this notification shall be a claim form as executed by the City and attached thereto will be all necessary documentation such as invoices; the County shall then in turn notify the State of the need for funds and the amount of same. Upon the County's receipt of such funds from the State, the County shall deliver the City's claim and documentation to the County Auditor who will process same and pay the monies in question to the City (City Controller's Office) who will disburse same to pay bills as required.

Notwithstanding anything herein to the contrary, it is understood and agreed that the County shall have no obligation to pay monies to the City hereunder except from those monies as actually received by the County from the State. Further, should there be competing pay claims, submitted by the City and the County for any pay period, and the funds provided by the State are not sufficient to pay the total of said claims, the City and the County shall share the remittance on a prorata basis computed by totaling the amount of all unpaid vouchers of said entity and comparing that to the total unpaid vouchers of all entities and multiplying the resulting percentage times the money provided.

5. The City shall be responsible for all legal requirements associated with the design and construction of all Project Work as herein referenced.

6. This Agreement shall be construed in accordance with I.C. 36-1-7 et. seq.

7. This Agreement, and the effectiveness hereof, is subject to all legal and necessary approvals as follows:

A. Approval of the fiscal bodies, by ordinance or by resolution, of the City of Fort Wayne, Indiana, (its City Council) and Allen County, Indiana (its County Council) pursuant to I.C. 36-1-7 et. seq.

B. Recordation of this Agreement with the Allen County Recorder; and,

C. Within sixty (60) days from the effective date of this Agreement, a copy of same shall be filed with the State Board of Accounts for audit purposes.

8. The disbursing officer of this Interlocal Agreement shall be the Treasurer of the County; provided, however, that once monies are expended to the City hereunder, then the Controller of the City shall account for and shall disburse all such monies and payments to be made by the City for Project Work.

9. Any property acquired or otherwise obtained under this Agreement shall be deemed owned by the City of Fort Wayne, Indiana.

10. It is agreed that no revenues shall be generated under this Agreement, with the exception of any utility revenues which shall belong to the appropriate utility.

11. Any property acquired hereunder shall be disposed of as determined by the City.

12. If any administrative staffing or other staffing, supplies, costs or budgeting is required for the purposes of this Agreement, other than the administering of payment of any monies from the State to the City or to the County, as the case may be, same shall be borne by the City from the monies paid to the City hereunder.

13. If there are any audit requirements for disbursements made hereunder, such audit requirements shall be the final audit as conducted by the State through its Board of Accounts or otherwise required by the Indiana Department of Commerce.

14. All grant agreements under which monies are to be paid hereunder are hereby incorporated herein by reference and indeed made a part hereof. The City shall have the right to approve all such grant agreements prior to the first receipt of monies by the City hereunder.

15. The City does agree to indemnify and hold harmless the County from and against any liability of any kind or character as results from or may result from work to be done by the City (or caused to be done by the City) as contemplated hereunder. Furthermore, each party hereto agrees to hold harmless and indemnify the other from and against any liability that is incurred by either party's failure to abide by the terms and conditions of the grant agreements.

16. The City does hereby agree to comply with all terms and conditions of the Grant Agreement(s) entered into between Allen County and the State of Indiana relative to this project. The City further agrees to hold harmless the County from and against any and all liability for any acts or omissions in violation of this agreement.

17. The Agreement and responsibilities hereunder, except for the responsibilities to repay any loans (which shall be the subject of other documentation), shall terminate upon the close-out of the respective State grants and loans by the State to the County and then to the City, or directly to the City, as the case may be. Said close-out shall include the resolution of all audit findings if any shall exist.

IN WITNESS WHEREOF, this Agreement has been signed by the parties on the dates below indicated.

CITY OF FORT WAYNE, INDIANA

DATED: \_\_\_\_\_

BY: Win Moses, Jr., as its Mayor

ATTEST:

BY: Sandra E. Kennedy  
City Clerk

BOARD OF PUBLIC WORKS AND SAFETY

BY: David J. Kiester  
Director, Public Works

BY: Lawrence D. Consalvos  
Director, Public Safety

DATED: \_\_\_\_\_

BY: Gesette R. Simon, Director  
Administration and Finance

ATTEST:

BY: Helen V. Gochenour, Clerk  
Board of Public Works and Safety

BOARD OF COMMISSIONERS OF THE  
COUNTY OF ALLEN, INDIANA

BY: Richard M. Regedanz  
Commissioner

BY: Richard M. Ellenwood  
Commissioner

DATED: \_\_\_\_\_

BY: Jack R. Worthman  
Commissioner

ATTEST:

BY: Gloria J. Goeglein  
Allen County Auditor

CASH FLOW PROJECTION EXHIBIT 1

| 5/31/85              | January<br>through<br>April | May     | June      | July      | August    | September | October | November | December | Total     |
|----------------------|-----------------------------|---------|-----------|-----------|-----------|-----------|---------|----------|----------|-----------|
| Project<br>Total     | 219,719                     | 570,780 | 2,001,870 | 2,315,685 | 2,061,147 | 1,221,245 | 798,133 | 213,336  | 95,154   | 9,497,069 |
| City<br>Share        | 84,000                      | 252,000 | 882,000   | 1,008,000 | 924,000   | 546,000   | 378,000 | 84,000   | 42,000   | 4,200,000 |
| State Pay<br>Upfront | 135,719                     | 318,780 | 1,119,870 | 1,307,685 | 1,137,147 | 675,245   | 450,133 | 129,336  | 53,154   | 5,297,069 |

# ALLEN COUNTY PLAN COMMISSION

JACK G. SUTER EXECUTIVE DIRECTOR

ROOM 630 CITY-COUNTY BUILDING ONE MAIN STREET FORT WAYNE INDIANA 46802

219-428-7607

July 3, 1985

TO: Those Listed  
FROM: John Stafford *JS*  
SUBJECT: Interlocal Agreement for General Motors Project  
Financing

Please be advised that the above-referenced Agreement was recorded on this date as document 85-17326. Enclosed is a copy of the executed Interlocal. The Allen County Auditor will provide a copy to the State Board of Accounts as provided in Section 7-C of the Agreement.

Also enclosed is a copy of the applicable Grant Agreement between the Allen County Board of Commissioners and the State of Indiana. We are currently in the process of amending this grant from a funding level of \$425,000 to \$5,450,000.

cc: Board of Commissioners  
William Fishering  
Gloria Goeglein  
Bill Jones  
Sandy Kennedy ✓  
Bruce Boxberger  
David Kiester  
Cosette Simon  
Karl Bandemer

GENERAL MOTORS INTERLOCAL COOPERATION AGREEMENT75-42-3  
6/14/85

COPY

THIS AGREEMENT, made and entered into this 14<sup>th</sup> day of June, 1985, by and between the CITY OF FORT WAYNE, INDIANA ("City") and the BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA ("County"),

## WITNESSETH:

WHEREAS, the governmental parties hereto have been instrumental in attracting to Allen County the General Motors Corporation which will make a substantial investment in this community and which will further facilitate the creation of jobs for citizens of this community; and,

WHEREAS, the State of Indiana has offered financial assistance with respect to the location of General Motors Corporation in Allen County; and,

WHEREAS, the General Motors location in Allen County, Indiana, will require the City to provide certain utility services, including, but not limited to, any and all engineering, construction, labor, design, installation, advertising, administration, real estate acquisition, easement acquisition and all costs associated therewith ("Project Work"); and,

WHEREAS, the Project Work to be done by the City, as associated with the General Motors facility, was originally estimated to cost approximately Eight Million Four Hundred Thousand Dollars (\$8,400,000.00); however, the total project cost will exceed Eight Million Four Hundred Thousand Dollars (\$8,400,000.00) in that there will be additional and supplemental costs not to exceed Two Million Seven Hundred Thousand Dollars (\$2,700,000.00) ("Supplemental Costs"); and,

WHEREAS, this Agreement is necessary so that the City and the County, respectively, may take advantage of funds provided by the State in association with the General Motors Corporation project in the County.

1985 JUL -3 AM 11:58  
ALLEN COUNTY RECORDER  
Virginia L. Young

NOW, THEREFORE, it is agreed as follows:

1. Subject to the terms and conditions hereof, the City agrees to provide or cause to be provided, to and for the benefit of General Motors Corporation and this community in general, the following improvements as Project Work:

A. 4.0 MG ground reservoir with booster pumping station;

B. 1.5 MG elevated fresh water storage tank;

C. +58,300 L.F. feeder main, varying from 16" to 30";

D. The water main system is to have a design capacity to deliver an initial 3.47 MGD, with an ultimate design flow of 5.0 MGD. The system is designed to deliver 2,800 GPM for initial peak domestic demand, plus 3,640 GPM for fire demand, all at 65 psi. To achieve the ultimate peak domestic demand at 4,074 GPM, plus 3,640 GPM for fire, the City will install additional incremental pumps to reach these flows, if GM constructs Phase II;

E. +5,615 L.F. sanitary sewer, 14" force main with a design flow capacity of 4.5 MGD's;

F. +38,732 L.F. gravity sewer with design flow capacities, varying from 4.5 MGD to 8.1 MGD. Those flow variances correlate to above and below a booster pump station and are sized for initial and ultimate flows coming from the proposed Allen County site plant;

G. A pump station sized for initial pumping capacity of 4.5 MGD with a reserve chamber capacity of an additional 8 MGD.

As stated herein, the original estimate for such Project Work was approximately Eight Million Four Hundred Thousand Dollars (\$8,400,000.00), but same will be exceeded ("Supplemental Costs") by costs up to Two Million Seven Hundred Thousand Dollars (\$2,700,000.00).

2. The City shall provide and shall cause to be provided such improvements and Project Work as herein stated. Of the original Eight Million Four Hundred Thousand Dollars (\$8,400,000.00) (pursuant to the original estimate), the City shall be responsible for and shall contribute and shall pay Four

Million Two Hundred Thousand Dollars (\$4,200,000.00). The remaining Four Million Two Hundred Thousand Dollars (\$4,200,000.00) shall be paid as follows: The State shall provide the County an amount equal to Four Million Two Hundred Thousand Dollars (\$4,200,000.00), and upon receipt of said funds, the County shall pay same to the City for the Project Work and construction of the improvements as herein described.

3. In addition to the payment of Eight Million Four Hundred Thousand Dollars (\$8,400,000.00) for Project Work, as described in Paragraph 2 above, the Supplemental Costs associated with the Project Work shall be disbursed and/or paid as follows: One-half (1/2) of the Supplemental Costs shall be in the form of a grant from the State to the County, which, upon receipt by the County, shall be paid to the City; one-fourth (1/4) of the Supplemental Costs shall be in the form of a loan from the State to the County, and the County shall then grant, convey and give unto the City such monies, and any and all repayment responsibilities with respect to such monies to the State shall be that of the County's, which shall deal directly with the State as to repayment; and the remaining one-fourth (1/4) of the Supplemental Costs shall be in the form of a loan from the State to the City, and the repayment of the same shall be pursuant to the terms and conditions of a separate agreement to be entered into by and between the State and the City with the City dealing directly with the State. Said Supplemental Costs shall not, however, exceed Two Million Seven Hundred Thousand Dollars (\$2,700,000.00).

4. All parties hereto agree to do all things necessary to allow for the payment of monies in a prompt fashion to facilitate the payment for Project Work, where due. In that regard, the payment of monies from the State to the County and then to the City, or the payment of monies from the State to the City, shall be, whenever possible, in accordance with the cash flow requirements of the Project Work as outlined on the attached Exhibit "A", made a part hereof. Said Exhibit "A" reflects those monies needed at particular points in time to complete and to pay

for the Project Work. The parties agree that the payment of monies hereunder shall be in accordance with such Exhibit "A". Thus, monies shall be paid to the City pursuant to such Exhibit "A" to accomplish the Project Work and the payment for same.

To expedite the timely payment of Project Work monies and to assure that all work is paid for on time, the following procedure is adopted by the parties: At least twenty (20) days prior to the due date of a payment of monies as indicated in Exhibit "A", the City shall notify the County, in writing, of the amounts needed. Accompanying this notification shall be a claim form as executed by the City and attached thereto will be all necessary documentation such as invoices; the County shall then in turn notify the State of the need for funds and the amount of same. Upon the County's receipt of such funds from the State, the County shall deliver the City's claim and documentation to the County Auditor who will process same and pay the monies in question to the City (City Controller's Office) who will disburse same to pay bills as required.

Notwithstanding anything herein to the contrary, it is understood and agreed that the County shall have no obligation to pay monies to the City hereunder except from those monies as actually received by the County from the State. Further, should there be competing pay claims, submitted by the City and the County for any pay period, and the funds provided by the State are not sufficient to pay the total of said claims, the City and the County shall share the remittance on a prorata basis computed by totaling the amount of all unpaid vouchers of said entity and comparing that to the total unpaid vouchers of all entities and multiplying the resulting percentage times the money provided.

5. The City shall be responsible for all legal requirements associated with the design and construction of all Project Work as herein referenced.

6. This Agreement shall be construed in accordance with I.C. 36-1-7 et. seq.

7. This Agreement, and the effectiveness hereof, is subject to all legal and necessary approvals as follows:

A. Approval of the fiscal bodies, by ordinance or by resolution, of the City of Fort Wayne, Indiana, (its City Council) and Allen County, Indiana (its County Council) pursuant to I.C. 36-1-7 et. seq.

B. Recordation of this Agreement with the Allen County Recorder; and,

C. Within sixty (60) days from the effective date of this Agreement, a copy of same shall be filed with the State Board of Accounts for audit purposes.

8. The disbursing officer of this Interlocal Agreement shall be the Treasurer of the County; provided, however, that once monies are expended to the City hereunder, then the Controller of the City shall account for and shall disburse all such monies and payments to be made by the City for Project Work.

9. Any property acquired or otherwise obtained under this Agreement shall be deemed owned by the City of Fort Wayne, Indiana.

10. It is agreed that no revenues shall be generated under this Agreement, with the exception of any utility revenues which shall belong to the appropriate utility.

11. Any property acquired hereunder shall be disposed of as determined by the City.

12. If any administrative staffing or other staffing, supplies, costs or budgeting is required for the purposes of this Agreement, other than the administering of payment of any monies from the State to the City or to the County, as the case may be, same shall be borne by the City from the monies paid to the City hereunder.

13. If there are any audit requirements for disbursements made hereunder, such audit requirements shall be the final audit as conducted by the State through its Board of Accounts or otherwise required by the Indiana Department of Commerce.

14. All grant agreements under which monies are to be paid hereunder are hereby incorporated herein by reference and indeed made a part hereof. The City shall have the right to approve all such grant agreements prior to the first receipt of monies by the City hereunder.

15. The City does agree to indemnify and hold harmless the County from and against any liability of any kind or character as results from or may result from work to be done by the City (or caused to be done by the City) as contemplated hereunder. Furthermore, each party hereto agrees to hold harmless and indemnify the other from and against any liability that is incurred by either party's failure to abide by the terms and conditions of the grant agreements.

16. The City does hereby agree to comply with all terms and conditions of the Grant Agreement(s) entered into between Allen County and the State of Indiana relative to this project. The City further agrees to hold harmless the County from and against any and all liability for any acts or omissions in violation of this agreement.

17. The Agreement and responsibilities hereunder, except for the responsibilities to repay any loans (which shall be the subject of other documentation), shall terminate upon the close-out of the respective State grants and loans by the State to the County and then to the City, or directly to the City, as the case may be. Said close-out shall include the resolution of all audit findings if any shall exist.

IN WITNESS WHEREOF, this Agreement has been signed by the parties on the dates below indicated.

CITY OF FORT WAYNE, INDIANA

DATED: 6-14-85

BY:   
Win Moses, Jr., as its Mayor

ATTEST:

BY:   
Sandra E. Kennedy  
City Clerk

BOARD OF PUBLIC WORKS AND SAFETY

BY:   
David J. Kiester  
Director, Public Works

BY: Lawrence D. Consalvos  
Lawrence D. Consalvos  
Director, Public Safety

DATED: 6-14-85

BY: Cosette R. Simon  
Cosette R. Simon, Director  
Administration and Finance

ATTEST:

BY: Helen V. Gochenour  
Helen V. Gochenour, Clerk  
Board of Public Works and Safety

BOARD OF COMMISSIONERS OF THE  
COUNTY OF ALLEN, INDIANA

BY: Richard M. Regedanz  
Richard M. Regedanz  
Commissioner

BY: Richard M. Ellenwood  
Richard M. Ellenwood  
Commissioner

DATED: 6-14-85

BY: Jack R. Worthman  
Jack R. Worthman  
Commissioner

ATTEST:

BY: Gloria J. Goeglein  
Gloria J. Goeglein  
Allen County Auditor

EXHIBIT "A"

CASH FLOW PROJECTION EXHIBIT 1

| January<br>Through |         | May     | June      | July      | August    | September | October | November | December | Total     |
|--------------------|---------|---------|-----------|-----------|-----------|-----------|---------|----------|----------|-----------|
| /31/85             | April   |         |           |           |           |           |         |          |          |           |
| roject<br>otal     | 219,719 | 570,780 | 2,001,870 | 2,315,685 | 2,061,147 | 1,221,245 | 798,133 | 213,336  | 95,154   | 9,497,069 |
| ity<br>hare        | 84,000  | 252,000 | 882,000   | 1,008,000 | 924,000   | 546,000   | 378,000 | 84,000   | 42,000   | 4,200,000 |
| tate Pay<br>pfront | 135,719 | 318,780 | 1,119,870 | 1,307,685 | 1,137,147 | 675,245   | 450,133 | 129,336  | 53,154   | 5,297,069 |



BILL NO. 85-06-09

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN ~~(ORDINANCE)~~ (RESOLUTION) of the Common Council authorizing  
the City of Fort Wayne, Indiana, to enter into an Interlocal Cooperation  
relative to the General Motors Corporation

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(RESOLUTION) DO PASS DO NOT PASS WITHDRAWN  
YES NO

B. A. Eisbart BEN A. EISBART  
CHAIRMAN  
Janet G. Bradbury JANET G. BRADBURY  
VICE CHAIRWOMAN  
Samuel J. Talarico SAMUEL J. TALARICO  
Thomas C. Henry THOMAS C. HENRY  
James S. Stier JAMES S. STIER

CONCURRED IN \_\_\_\_\_ SANDRA E. KENNEDY  
CITY CLERK